

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

DISH NETWORK L.L.C., a Colorado Limited
Liability Company, ECHOSTAR
TECHNOLOGIES L.L.C., a Texas Limited
Liability Company, and NAGRASTAR L.L.C., a
Colorado Limited Liability Company,

Plaintiffs

v.

CARLOS FLORES an individual, aka “karloz25”
dba www.fta-spot.com and The Media Creative
Group (“TMC”)

Defendant

CASE NO: 1:10-cv-01443-LJO-GSA

**JUDGMENT
AGAINST DEFENDANT CARLOS
FLORES**

The Plaintiffs, DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar L.L.C. (collectively, “Plaintiffs”), having filed their Complaint, demanding certain relief against the Defendant Carlos Flores (sometimes referred to as the “Defendant” or “Flores”), as appears more fully in their prayer for relief contained therein; the Plaintiffs and the Defendant, Flores having agreed upon a basis for the adjudication of the matters alleged in the Complaint and for the entry of a judgment in this action against Flores based upon a stipulation, which is filed with the Court, and after due deliberation being had thereon, it is:

ORDERED, ADJUDGED AND DECREED that final Judgment in favor of the Plaintiffs and against the Defendant Flores is hereby granted, ordered, and entered as follows:

I. Pursuant to Title 17 U.S.C. § 1203(c)(3)(A) and pursuant to Count I of the Plaintiffs' Complaint the Plaintiffs are awarded \$100,000 in monetary damages from Flores for his violations of 17 U.S.C. §§ 1201(a)(2).

II. The Court finds that that the judgment amount is reasonable pursuant to 17 U.S.C. § 1203(c)(3)(A) which provides statutory damages in the amount of up to \$2,500 for *each* violation of 17 U.S.C. §§ 1201(a)(2).

Pursuant to Title 17 U.S.C. § 1203(b)(1) Flores and all other persons acting or claiming to act on his behalf or under Flores's direction or authority, and all persons acting in concert or in participation with Flores are hereby **ENJOINED** from:

1. Manufacturing, importing, offering to the public, providing, modifying, selling or otherwise trafficking in *any* FTA technology whether the devices in question are modified or unmodified and *any* technology for use in *any* type of control word sharing scheme or key sharing scheme (sometimes referred to as IKS, EKS, or SKS) whether the devices in question are modified or unmodified.
2. Manufacturing, importing, offering to the public, providing, modifying, or otherwise trafficking in any so called "Free to Air" (FTA) receivers, internet-enabled FTA receivers, dongle-adapted FTA receivers that have been modified without authorization, any DISH Network satellite pirating device *regardless of form, including pirate software*, or any other technology, product, service, device, component, or part thereof, that:
 - a. is primarily designed or produced for the purpose of circumventing the encryption protection contained in the software on NagraStar's smart cards or contained within EchoStar Technologies' receivers or any other technological measure adopted by DISH Network and/or EchoStar Technologies and/or NagraStar that

- 1 effectively controls access to copyrighted programming or effectively protects the
2 exclusive rights afforded the owners of copyrighted programming;
- 3 b. has only limited commercially significant purpose or use other than to circumvent
4 DISH Network's encryption access control protection or any other technological
5 measure adopted by DISH Network and/or EchoStar Technologies and/or
6 NagraStar that effectively controls access to copyrighted programming or
7 effectively protects the exclusive rights afforded the owners of copyrighted
8 programming;
- 9 c. is knowingly marketed by Flores and/or others acting in concert with him for use
10 in circumventing DISH Network's encryption access control protection or any
11 other technological measure adopted by DISH Network and/or EchoStar
12 Technologies and/or NagraStar that effectively controls access to copyrighted
13 programming or effectively protects the exclusive rights afforded the owners of
14 copyrighted programming.
- 15
- 16 3. Assembling, modifying, selling, advertising, marketing, possessing, transporting, and/or
17 distributing through any means any FTA receiver or internet-enabled FTA receiver or
18 dongle-adapted FTA receiver that has been modified without authorization or any other
19 electronic, mechanical, or other devices, including FTA receivers, internet-enabled FTA
20 receivers or dongle-adapted FTA receivers that have been programmed with pirate
21 software, the design of which renders them *primarily useful* for the purpose of the
22 unauthorized interception of DISH Network's signals.
- 23
- 24 4. Assembling, modifying, selling, advertising, marketing, possessing, transporting, and/or
25 distributing through any means any DISH Network satellite pirating device *regardless of*
26 *form*, including pirate software, or any other technology, product, service, device,
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- 1 component, or part thereof, that is *primarily useful* for the purpose of the unauthorized
2 interception of DISH Network's signals.
- 3 5. Assembling, modifying, selling, advertising, marketing, possessing, transporting and/or
4 distributing through any means any type of FTA receivers, internet-enabled FTA
5 receivers or dongle-adapted FTA receivers, where Flores or those acting with Flores are:
- 6 a. programming the FTA receivers, internet-enabled FTA receivers or dongle-
7 adapted FTA receivers with modified FTA/IKS software or other piracy software
8 before distribution to the receiver customers; and/or
9
- 10 b. distributing, in any manner, modified FTA/IKS software or other piracy software
11 to the FTA receiver, internet-enabled FTA receiver, dongle-adapted FTA receiver
12 or dongle (or similar internet connection device) customers, including, but not
13 limited to, distributing the modified FTA/IKS software or other piracy software by
14 e-mail attachments or distributing the modified FTA/IKS software or other piracy
15 software by delivering the software contained on a software or holding device;
16 and/or
17
- 18 c. directing, in any way, the FTA receiver, internet-enabled FTA receiver, dongle-
19 adapted FTA receiver or dongle (or similar internet connection device) customers
20 to piracy websites, piracy forums, and/or piracy chat rooms where the modified
21 FTA/IKS software or other piracy software is available ("pirate websites");
- 22 d. utilizing third parties such as so-called "installers" to effectuate having the FTA
23 receiver, internet-enabled FTA receiver, dongle-adapted FTA receiver or dongle
24 (or similar internet connection device) customers' receiver ultimately
25 programmed with modified FTA/IKS software or other piracy software;
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- 1 6. Assembling, modifying, selling, advertising, marketing, possessing, transporting, and/or
2 distributing through any means any DISH Network satellite pirating devices which violate
3 the provisions of this Order.
- 4 7. Subsidizing pirate websites, including subsidizing the pirate websites through advertising
5 on the pirate websites.
- 6 8. Utilizing website hyperlinks back and forth between any websites operated or controlled
7 by Flores and the piracy websites.
- 8 9. Selling or distributing peripheral devices which are of assistance to the FTA receiver,
9 internet-enabled FTA receiver, dongle-adapted FTA receiver or dongle (or similar
10 internet connection device) customers to effectuate the unauthorized interception of
11 DISH Network signals, including, but not limited to, an 8PSK board, which device is
12 designed to effectuate the receipt of Dish Network's signals in a high-definition mode,
13 and satellite dish antennas which are designed to receive premium channel satellite signals
14 as opposed to true FTA signals.
- 15 10. Operating the website www.fta-spot.com.
- 16 11. Operating any website Flores controls or operates in any manner such that the operation
17 would violate other terms of the injunctive relief set forth herein.
- 18 12. Engaging in any activity which would violate the terms of the injunctive relief set forth
19 herein while utilizing websites not in Flores's control, including, but not limited to, such
20 websites as EBay and Craigslist.
- 21 22
- 23 III. The Court finds that that the terms of this Injunction are reasonable and justifiable pursuant to
24 Title 17 U.S.C. § 1203(b)(1) which provides that the court may "grant temporary and
25 permanent injunctions on such terms as it deems reasonable to prevent or restrain a
26 violation...." and/or pursuant to the equitable considerations allowing for the issuance of a
27 permanent injunction through Fed. R. Civ. P. 65.
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1 IV. The Court finds that that the \$100,000.00 judgment amount is non-dischargeable in bankruptcy
2 proceedings pursuant to the provisions of Title 11 USC § 523(a)(6) in that Flores's actions
3 amounted to willful and malicious damage as to the Plaintiffs' property

4 V. The Court finds that Flores has irrevocably forfeited to the Plaintiffs any right, claim or interest
5 in any of the evidence, inventory and any and all of the materials seized by the Plaintiffs
6 pursuant to the civil seizure order entered in this civil action, or otherwise given by Flores to
7 Plaintiffs.

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9 VI. Post-judgment interest shall accrue on the stipulated judgment amount pursuant to 28 U.S.C. §
10 1961.

11 **IT IS SO ORDERED.**

12 Dated : February 24, 2011

13
14 /s/ Lawrence J. O'Neill
15 UNITED STATES DISTRICT COURT JUDGE

16 Presented by:

17 2/22/2011 /s/ John M. McLaughlin
18 Date John M. McLaughlin (pro hac vice)
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22 2/22/2011 /s/ Anthony E. Bell
23 Date ANTHONY E. BELL (SBN 135811)
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